CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000001608 White River Paper Company PO Box 455 White River Jct VT 05001

Contract ID		Page		
000000000000000000016120		1 of 3		
Contract Dates		Origin		
11/01/2009 to 10/31/2011		CPŠ		
Description:		Contract Maximum		
CPS-TOWELS & TISSUES		\$9,999,999.00		
Buyer Name	Buyer Phone	Contract Status		
Larawav.Elizabeth	828-4658	Approved		

Phone #: 802-295-3188

Line #	Item ID	#: 802-295-3188	UOM	Unit Price	Max Qty	Max Amt
1	9904	TOILET TISSUE - NON-CORELESS ROLL - 1 PLY - 4X4.5, WHITE - 2500 SHEETS/ROLL - 24 ROLLS/CASE	EA	28.32000	0.00	0.00
N \ F	/ENDOR'S PRO RECYCLED CON	R'S PRODUCT NUMBER: M304 DUCT NUMBER: T120073				
2	9913	PAPER TOWEL - ROLL - 8X350 - 12 ROLLS/CASE	EA	14.17000	0.00	0.00
N \ F	/ENDOR'S PRO RECYCLED CON	R'S PRODUCT NUMBER: 101757 DUCT NUMBER: T150016				
3	9914	PAPER TOWEL - C FOLD - 10.25X13, 150 SHEETS PER BOX, WHITE, 16/CASE	EA	13.18000	0.00	0.00
N \ F	/ENDOR'S PRO RECYCLED CON	R'S PRODUCT NUMBER: 101764 DUCT NUMBER: T130051				
4	9908	BATH TISSUE DISPENSER VERTICAL - TWO ROLL - 1 PER CASE	EA	10.00000	0.00	0.00
N		DE R'S PRODUCT NUMBER: 4118 DUCT NUMBER: T120017				
5	9910	FACIAL TISSUE - 2 PLY - 100 PER BOX - 30 BOXES/CASE	EA	13.62000	0.00	0.00

BRAND: CASCADE

MANUFACTURER'S PRODUCT NUMBER: 4082 VENDOR'S PRODUCT NUMBER: E010125

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR TOWELS AND TISSUES ISSUED JULY 17, 2009 AND VENDOR'S RESPONSE DATED JULY 31, 2009.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUTAL AGREEMENT OF BOTH PARTIES.

PRICES ARE FIRM FOR THE FIRST 12 MONTHS OF THE CONTRACT. FUTURE PRICE INCREASES REQUIRE 60 DAYS ADVANCE NOTICE AND DOCUMENTATION FROM THE MILL. ONCE THE FIRST TWELVE MONTHS OF THE CONTRACT HAS PASSED, THE CONTRACTOR MAY REQUEST CONSIDER OF PRICE CHANGE (INCREASE), WHICH WILL BE SUBJECT TO AN ANNUAL REVIEW BY THE OFFICE OF PURCHASING AND CONTRACTING. REQUEST FOR ADDITIONAL INCREASES WILL BE LIMITED TO ONCE IN ANY TWELVE

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Buyer Name	Buyer Phone	Contract Status		
Laraway, Elizabeth	828-4658	Approved		

Phone #: 802-295-3188

Line # Item ID Item Desc UOM Price Qty Amt
MONTH PERIOD THEREAFTER. ALL INCREASES ARE SUBJECT TO REVIEW. THE OFFICE OF PURCHASING AND CONTRACTING
RESERVES THE RIGHT TO REJECT ANY PRICE INCREASE DEEMED TO BE EXCESSIVE. DECREASES TO BE OFFERED IMMEDIATELY
AS THEY BECOME AVAILABLE.

SERVICE: VENDOR IS TO HAVE AN AREA REPRESENTATIVE AVAILABLE TO MEET WITH USER ON DEMAND.

THERE ARE NO MINIMUM ORDER QUANTITIES UNDER THIS CONTRACT.

CONTRACT TO COVER ACTUAL USAGE.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

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Laraway, Elizabeth	828-4658	Approved		

Phone #: 802-295-3188

				Unit	Max	Max
Line # Ite	m ID Item Desc		UOM	Price	Qty	Amt
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15						

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
BETSY LARAWAY
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
betsy.laraway@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: